

Macon County GIS License Agreement

Whereas, Macon County has produced or co-produced digital geographic (“GIS”) data for the Macon County area.

Whereas, the GIS data is copyrighted original works, and is being made available for licensed use.

Now, therefore, it is agreed as follows:

1. GRANT OF LICENSE:

Macon County hereby grants only to the licensee named below (herein referred to “Licensee”), a license to use certain GIS data as described in this agreement. Licensee agrees to pay fees for licensing as described in “Macon County GIS Data Distribution Policy.” This agreement supersedes all previous agreements, either written or oral.

2. PROTECTION OF PROPRIETARY RIGHTS:

Reproduction, modification, or redistribution of digital datasets of the GIS data or products derived there from, outside of Licensee’s organization or entity, is expressly forbidden. The only exception is redistribution to consultants working for the Licensee, and then only for purposes related to work for Licensee. Such consultants may not further reproduce, modify, or redistribute these datasets. None of these data shall be electronically duplicated on magnetic or optical media for use by others, in whole or in part, without the prior written permission of Macon County.

3. LIMITATIONS:

Data is distributed to Licensee “as is” on a one-time basis. Macon County is under no obligation to inform Licensee of alternations, accuracy errors discovered, or revisions. Updates may be provided at Macon County’s discretion.

4. FORMAT:

All data is distributed on media and in a format according to the “Macon County GIS Data Distribution Policy.”

5. LICENSEE:

This GIS data is licensed to the following Licensee:

_____	_____
Business	Address
_____	_____
Phone	City, State, Zip

6. DATA TO BE PROVIDED PURSUANT TO LICENSE:

- Orthophotography
- Parcel Data Number of Parcels _____
- Street Centerlines

7. DAMAGES FOR BREACH OF CONTRACT:

In the event of a breach of this Agreement by the Licensee, Macon County may recover damages from the Licensee. In addition, the Licensee agrees that Macon County may seek the remedy of specific enforcement. Macon County shall be entitled to recover its costs, including reasonable attorney fees, resulting from said breach.

8. The Licensee hereby agrees to the terms and conditions of this License Agreement and agrees to abide by the same and hereby executes this agreement through its authorized agent as follows:

LICENSEE:

Printed Name

Signature

____/____/____
Date

Approved by MACON COUNTY GIS DEPARTMENT:

BY:_____

Any question, please contact:

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